BILLS AND NOTES—RIGHT OF DRAWEE OF FORGED CHECK OR DRAFT TO RECOVER MONEY PAID THEREON.—One Paul sold plaintiff a span of horses, receiving plaintiff's note. About the time that this note became due, plaintiff received word from the defendant that it held the note given by plaintiff to Paul. Plaintiff paid the note, which, it afterwards developed, was a forgery, almost a duplication of the Paul note. The forgery was not discovered until plaintiff was called upon to pay the genuine note. The defendant refused to return the money upon demand. *Held,* the drawer of a check or maker of a note, being required to know his own signature, can not recover payment made through mistake to a holder in due course of a forged instrument. *Jones* v. *Miners' and Merchants' Bank* (1910), — Mo. App. —, 128 S. W. 829.

Explaining the reason for its decision, the court said: "We can not give our sanction to such a rule, and should not hesitate to repudiate it, as many other courts have done, but for the fact that this rule has come to be the settled law of the State in a way that will control our actions until a different rule shall be adopted by a power that is superior to us." That money paid under mistake of fact may be recovered is the general rule of law. *Lyle* v. *Shinnebarger,* 17 Mo. App. 66. An exception was announced, in 1762, in the case of *Price* v. *Neal,* 3 Burr. 1354, in which case it was held that where a forged bill of exchange had been accepted and paid by the drawee, he could not recover from the indorsee to whom he paid it. That holding has been followed by the English courts and by a great majority of the American courts, being applied alike to forged bills of exchange, checks, and notes. *First Nat. Bank* v. *Northwestern Nat. Bank,* 152 Ill. 296, 38 N. E. 739, 26 L. R. A. 289. In Pennsylvania, however, the rule of *Price* v. *Neal* has been changed by statute. *Tradesmen's Nat. Bank* v. *Third Nat. Bank,* 66 Pa. 435. *Iron City Nat. Bank* v. *Fort Pitt Nat. Bank,* 159 Pa. 46, 28 Atl. 195. In other States, the courts have so restricted the rule, or repudiated it, as to warrant the inference that the unqualified rule of *Price* v. *Neal* was inadvertently announced. Many courts restrict the rule to cases of an innocent holder for value, some even requiring the holder receiving payment to be absolutely without fault, with reference thereto. See notes, 10 L. R. A. (N. S.) 1-74. *Northwestern Nat. Bank* v. *Bank of Commerce,* 107 Mo. 402, 15 L. R. A. 102. Other courts allow a recovery in all cases except where to allow it would place the person from whom payment was recovered in a worse position than he would have been in had payment been refused. *First Nat. Bank* v. *Bank of Wyndemere,* 15 N. D. 299, 108 N. W. 546, 10 L. R. A. (N. S.) 1. *Ellis* v. *Ohio Life Ins. & T. Co.,* 4 Ohio St. 628, 64 Am. Dec. 610. *People's Bank* v. *Franklin Bank,* 88 Tenn. 299, 6 L. R. A. 724, 12 S. W. 716, 17 Am. St. Rep. 884. This view is supported by many of the text books, and seems to be growing in favor with the courts. See 71 CENT. L. J. 137. In MORSE, BANKS AND BANKING, Ed. 4, § 464, it is said of the harsh rule of *Price* v. *Neal*: "This doctrine is fast fading into the misty past, where it belongs."

BOUNDARIES—LINE BETWEEN RIPARIAN OWNERS.—Complainants and defendants were owners of adjoining lots bordering on Detroit river. Both

parties had docks extending out into the river along their shore line. The parcel in dispute is a triangle whose apex is the point where the lot line, on land, intersects the water line. The hypothenuse of this triangle is this lot line extended from the apex to the thread of the stream. The other side of the triangle is a line extending from the apex into the river, and at right angles with the thread of the stream. In an action to quiet title, it was *held* that the boundary line between two adjoining riparian owners as to the land covered by water is not in any way dependent upon the direction of the lines on land, but the line from the shore should run as near as may be perpendicular to the course of the stream. *A. M. Campau Realty Co.* v. *City of Detroit et al.* (1910), — Mich. —, 127 N. W. 365.

Nearly all the courts adopt this rule where the shore line is straight. *Menasha Wooden Ware Co.* v. *Lawson,* 70 Wis. 600; *City of Elgin* v. *Beckwith,* 119 Ill. 367; *Miller* v. *Hepburn,* 8 Bush 326; *Knight* v. *Wilder,* 2 Cush. 199, 48 Am. Dec. 660. The reason for the rule is that it gives to each riparian owner his equitable share of the bed of the stream. Where the stream is not straight each riparian owner is entitled to a share of the river bed out to a line following the thread of the stream proportionate to the size of his lot bordering on the shore. *Northern Pine Land Co.* v. *Bigelow,* 84 Wis. 157; *Deerfield* v. *Arms,* 17 Pick. 41. In New Jersey a statute has been construed to have embodied the above rules. *Delaware, L. & W. R. Co.* v. *Hannon,* 37 N. J. L. 276. In tidal waters the same reason applies and the line of navigation or harbor line is divided among the riparian owners, proportionate to their respective holdings on the shore. *Aborn* v. *Smith,* 12 R. I. 370; *Emerson* v. *Taylor,* 9 Greenl. 42; *Cornwall* v. *Woodruff,* 30 App. Div. 43; *Groner* v. *Foster,* 94 Va. 650. In England the boundary line is run at right angles with the shore from the corners of the property, *Crook* v. *Seaford,* L. R. 6 Ch. 551.

BOUNDARIES — MONUMENTS GIVE WAY TO COURSES AND DISTANCES. — A state grant called for "fifty acres of land," described as follows: "On dividing ridge between John's river and Mulberry creek, adjoining his own land. Beginning on a black pine near the flat rock, and runs N. 35° W. 100 poles to a stake in Daniel Moore's line; then W. 80 poles to a stake in Jesse Gragg's line, then S 35° E. 100 poles to a stake in his own line; then E. with said line to the beginning." The beginning corner of said grant was not in dispute. No lines were in fact run when the survey was made, and the land was platted merely from the courses and distances recited in the entry and grant. The evidence showed that the corner in Jesse Gragg's line was in dispute at the time that the grant was taken out. The lines of said grant, if run by course and distance, would embrace fifty acres. If run according to monuments or natural boundary, it would cover about seven hundred acres. *Held,* when the call for the boundary of another tract is uncertain and the boundaries are not established, such call must give way to courses and distances, and quantity becomes important to determine which governs. *Wilson Lumber Co.* v. *Hutton et al.* (1910), — N. C. —, 68 S. E. 2.

The general rule of construction in cases where there is a conflict in a